

**HERITAGE OAK PARK  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA PACKAGE FOR THE  
FEBRUARY 3, 2022 RESCHEDULED MEETING**

**Call in access: +1 646-838-1601  
ID: 719 421 852#**

**Heritage Oak Park Community Development District**  
Inframark, Infrastructure Management Services  
210 N. University Drive, #702, Coral Springs, FL 33071  
Tel: 954-603-0033

January 21, 2022

**Call in Access:**  
**+1 646 838-1601**  
**ID#719 421 852#**

Board of Supervisors  
Heritage Oak Park Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District will be held **Thursday, February 3, 2022 at 10:00 a.m.**, at 19520 Heritage Oak Boulevard, Port Charlotte FL 33948. Following is the advanced agenda:

**Rescheduled Regular Meeting Agenda**

Thursday, February 3, 2022 – 10:00 a.m.

- 
1. Call to Order and Roll Call
  2. Pledge of Allegiance
  3. Audience Comments on Agenda Items
  4. Comments from the Chairman
  5. Approval of Consent Agenda
    - A. Approval of the Minutes of the December 16, 2021 Meeting
    - B. Financials and Check Register for December 2021
  6. New Business
    - A. Maintenance Garage
  7. Old Business
    - A. Pergola
  8. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. Manager
      - i. Consideration of Engineering Services (Pennoni)
  9. On-Site Administration Report – Project Updates
  10. Supervisor Requests
  11. Audience Comments
  12. Adjournment

**Next meeting February 17, 2022**

Any supporting material for the items listed above and not enclosed will be distributed at the meeting. I look forward to seeing you and, in the meantime, if you have any questions please contact me.

Sincerely,  
Bob Koncar  
District Manager

## **Fifth Order of Business**

**5A**

**MINUTES OF MEETING  
HERITAGE OAK PARK  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District was held on Thursday, December 16, 2021 at 10:00 a.m. at the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida.

Present and constituting a quorum were:

Paul Falduto, Jr.	Chairperson
Edward Carey	Vice Chairperson
Steve Horsman	Assistant Secretary
Brian Bitgood	Assistant Secretary
Kent Weeks	Assistant Secretary
Bob Koncar	District Manager, Inframark
Michelle Egan	Project Manager, Inframark
Jackie Wells	Activities Coordinator, Inframark

*The following is a summary of the minutes and actions taken.*

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

- Mr. Falduto called the meeting to order and Mr. Koncar called the roll.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

- The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

- There being no audience comments, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Comments from the Chairman**

Mr. Falduto thanked the Board and staff for the hard work done this year and expressed his appreciation to the residents on their patience while getting through this year.

**FIFTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

- A. **Approval of the Minutes of the November 18, 2021 Meeting**
- B. **Financial Statements and Check Register for November 2021**

On MOTION by Mr. Bitgood seconded by Mr. Horsman with all in favor the Consent Agenda including the amended minutes was approved. 5-0

Representatives of Mainscape Irrigation were in attendance and were asked to give an update on where they are right now, and where they are going in the future, and each Board member will have an opportunity to ask questions regarding the mainline project.

Mr. Stoneman of Mainscape reported on the mainline project which started on July 6<sup>th</sup>.

The Board members asked questions of the Mainscape representatives and discussions ensued.

The Mainscape project update concluded.

## **SIXTH ORDER OF BUSINESS**

### **New Business**

#### **A. Staff Christmas Gifts**

Mr. Falduto thanked staff members Dave, Jackie, and Michelle for doing an amazing job this year and entertained a motion to decide what Christmas gifts should be presented to these staff members.

On MOTION by Mr. Bitgood seconded by Mr. Carey with all in favor authorizing a Christmas bonus to Ms. Egan in the amount of \$1,000, a Christmas bonus to Dave in the amount of \$600 and a Christmas bonus to Ms. Wells in the amount of \$600 was approved. 5-0

## **SEVENTH ORDER OF BUSINESS**

### **Old Business**

#### **A. Pergola**

Ms. Egan reported on this item and a Board discussion ensued.

On MOTION by Mr. Horsman seconded by Mr. Carey with all in favor authorizing the District to spend up to \$15,000 to remove the pergola, reinstall lights and move the awning to another area was approved. 5-0

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Attorney**

No report.

#### **B. District Engineer**

No report.

#### **C. Manager**

- i. Responses for Professional Engineering Services

Mr. Koncar noted he has forwarded a copy of a SOQ he received from an engineering firm he deals with at another District. He indicated they are a good, credible firm and he recommends moving forward with Board authorization to allow the Chairman, District Counsel and himself to develop a contract with the firm to be brought before the Board for consideration at the January 20<sup>th</sup> meeting.

On MOTION by Mr. Bitgood seconded by Mr. Weeks with all in favor authorizing the Chairman, District Counsel and District Manager to move forward with providing a contract with the recommended engineering firm to be brought before the Board for consideration at the January 20, 2022 Board meeting was approved. 5-0

## **NINTH ORDER OF BUSINESS**

### **On-Site Administration Report – Project Updates**

Ms. Egan commented on the following:

- Pool level
- Gate locks
- The garage, adding forward instead of backwards.
- Additional 10 streetlights went in Monday and Tuesday of last week; working well.

Ms. Wells commented on the following:

- We sold 170 tickets to the Christmas party, which was a huge success. Yoga was increased to twice per week. Line dancing is still popular and on track to sell approximately 80 tickets for the New Year's Eve party.
- An email regarding the use of the sports bar, the lodge, the gate room, and the library will be going out today. Requests to use one of these rooms for an activity need to be checked with Ms. Wells before approval to make sure nothing else is booked for that room. The person or group that reserves the room has priority over anyone using each room.

## **TENTH ORDER OF BUSINESS**

### **Supervisor Requests**

- Mr. Weeks wished everyone a happy Christmas and New Year.
- Mr. Carey commented on the concrete edges put on Redoak roadways; they haven't matched them up to the landscape and the groundwork.

- Mr. Bitgood and Mr. Horsman wished everyone a Merry Christmas.

**ELEVENTH ORDER OF BUSINESS**

**Audience Comments**

None

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Horsman seconded by Mr. Bitgood with all in favor, the meeting was adjourned.
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Secretary

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Paul Falduto  
Chairman



**5B**

**HERITAGE OAK PARK**  
Community Development District  
*Financial Report*  
*December 31, 2021*

Prepared by



## Table of Contents

### **FINANCIAL STATEMENTS**

Balance Sheet - All Funds .....	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund .....	Page 2 - 4
Debt Service Fund .....	Page 5
Capital Projects Fund .....	Page 6
Notes to the Financials .....	Page 7 - 8

### **SUPPORTING SCHEDULES**

Non-Ad Valorem Special Assessment Report .....	Page 9
Activities Report .....	Page 10
Cash & Investment Report .....	Page 11
Bank Reconciliations .....	Page 12 - 13
Check Register by Fund .....	Page 14 - 15

**HERITAGE OAK PARK**  
Community Development District

**Financial Statements**

(Unaudited)

**December 31, 2021**

**Balance Sheet**  
December 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 DEBT SERVICE FUND	SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 1,389,947	\$ -	\$ -	\$ 1,389,947
Cash On Hand/Petty Cash	200	-	-	200
Allow -Doubtful Accounts	(1,328)	-	-	(1,328)
Assessments Receivable	1,328	-	-	1,328
Due From Other Funds	-	158,422	-	158,422
Investments:				
Money Market Account	51,849	-	-	51,849
Construction Fund	-	-	979,959	979,959
Reserve Fund	-	19,789	-	19,789
Revenue Fund	-	153,203	-	153,203
Prepaid Items	1,691	-	-	1,691
Deposits	8,200	-	-	8,200
<b>TOTAL ASSETS</b>	<b>\$ 1,451,887</b>	<b>\$ 331,414</b>	<b>\$ 979,959</b>	<b>\$ 2,763,260</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 2,431	\$ -	\$ -	\$ 2,431
Due To Other Funds	158,422	-	-	158,422
<b>TOTAL LIABILITIES</b>	<b>160,853</b>	<b>-</b>	<b>-</b>	<b>160,853</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	1,691	-	-	1,691
Deposits	8,200	-	-	8,200
<b>Restricted for:</b>				
Debt Service	-	331,414	-	331,414
Capital Projects	-	-	979,959	979,959
<b>Assigned to:</b>				
Operating Reserves	238,242	-	-	238,242
Reserves - Arbor	2,500	-	-	2,500
Reserves -Roads & Streetlights	224,818	-	-	224,818
Reserves - Roof	110,000	-	-	110,000
Reserves - Swimming Pools	23,239	-	-	23,239
<b>Unassigned:</b>	<b>682,344</b>	<b>-</b>	<b>-</b>	<b>682,344</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,291,034</b>	<b>\$ 331,414</b>	<b>\$ 979,959</b>	<b>\$ 2,602,407</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,451,887</b>	<b>\$ 331,414</b>	<b>\$ 979,959</b>	<b>\$ 2,763,260</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 BUDGET	DEC-21 ACTUAL
<b>REVENUES</b>							
Interest - Investments	\$ 5,000	\$ 1,250	\$ 29	\$ (1,221)	0.58%	\$ 417	\$ 8
Interlocal Agreement	3,000	750	750	-	25.00%	-	-
Room Rentals	500	-	-	-	0.00%	-	-
Recreational Activity Fees	53,200	8,867	9,627	760	18.10%	-	-
Special Assmnts- Tax Collector	973,783	816,000	816,040	40	83.80%	564,000	564,422
Special Assmnts- Discounts	(38,951)	(32,000)	(32,012)	(12)	82.19%	(22,140)	(22,140)
Other Miscellaneous Revenues	3,800	3,600	3,600	-	94.74%	-	-
Gate Bar Code/Remotes	1,000	180	169	(11)	16.90%	-	-
Access Cards	600	50	47	(3)	7.83%	-	-
<b>TOTAL REVENUES</b>	<b>1,001,932</b>	<b>798,697</b>	<b>798,250</b>	<b>(447)</b>	<b>79.67%</b>	<b>542,277</b>	<b>542,290</b>
<b>EXPENDITURES</b>							
<b>Administration</b>							
P/R-Board of Supervisors	12,000	3,000	3,000	-	25.00%	1,000	1,000
FICA Taxes	918	230	230	-	25.05%	77	77
ProfServ-Engineering	10,000	2,500	1,245	1,255	12.45%	-	-
ProfServ-Legal Services	6,000	1,500	1,068	432	17.80%	500	334
ProfServ-Mgmt Consulting	67,514	16,879	16,879	-	25.00%	5,626	5,626
ProfServ-Special Assessment	11,445	11,445	11,445	-	100.00%	11,445	11,445
ProfServ-Trustee Fees	-	-	3,704	(3,704)	0.00%	-	-
Auditing Services	5,750	-	-	-	0.00%	-	-
Communication/Freight - Gen'l	1,500	375	248	127	16.53%	125	105
Insurance - General Liability	9,265	9,265	7,123	2,142	76.88%	-	-
R&M-ADA Compliance	1,553	1,553	1,553	-	100.00%	-	-
Legal Advertising	1,100	293	293	-	26.64%	-	-
Miscellaneous Services	3,000	750	18	732	0.60%	250	8
Misc-Bank Charges	2,400	-	-	-	0.00%	-	-
Misc-Assessment Collection Cost	19,476	16,320	15,681	639	80.51%	11,280	10,846
Office Supplies	360	90	15	75	4.17%	-	-
Annual District Filing Fee	175	175	175	-	100.00%	-	-
<b>Total Administration</b>	<b>152,456</b>	<b>64,375</b>	<b>62,677</b>	<b>1,698</b>	<b>41.11%</b>	<b>30,303</b>	<b>29,441</b>
<b>Other Public Safety</b>							
R&M-Gate	3,500	875	142	733	4.06%	-	-
R&M-Gatehouse	1,000	645	645	-	64.50%	83	21
R&M-Security Cameras	3,600	1,830	1,830	-	50.83%	-	-
<b>Total Other Public Safety</b>	<b>8,100</b>	<b>3,350</b>	<b>2,617</b>	<b>733</b>	<b>32.31%</b>	<b>83</b>	<b>21</b>
<b>Field</b>							
Contracts-Mgmt Services	131,709	32,927	32,927	-	25.00%	10,976	10,976
Contracts-Lake and Wetland	6,120	1,530	1,530	-	25.00%	510	510
Contracts-Landscape	89,111	22,278	22,278	-	25.00%	7,426	7,426
Contracts-Irrigation	48,223	12,056	11,939	117	24.76%	4,019	3,980
Utility - General	43,320	10,830	8,097	2,733	18.69%	3,610	3,024
Utility - Water & Sewer	10,000	2,500	2,146	354	21.46%	833	807
Insurance - General Liability	39,552	39,552	33,541	6,011	84.80%	-	-
R&M-Drainage	15,000	-	-	-	0.00%	-	-
R&M-Entry Feature	7,500	-	-	-	0.00%	-	-
R&M-Irrigation	31,400	7,850	4,758	3,092	15.15%	2,617	1,850
R&M-Lake	22,100	-	-	-	0.00%	-	-
R&M-Plant Replacement	7,000	-	-	-	0.00%	-	-

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 BUDGET	DEC-21 ACTUAL
R&M-Trees and Trimming	7,500	200	200	-	2.67%	-	-
R&M-Pumps	2,160	-	-	-	0.00%	-	-
Misc-Special Projects	10,930	-	-	-	0.00%	-	-
Misc-Hurricane Expense	5,000	-	-	-	0.00%	-	-
Misc-Contingency	5,000	229	229	-	4.58%	83	83
Capital Outlay	25,560	1,275	1,275	-	4.99%	-	-
<b>Total Field</b>	<b>507,185</b>	<b>131,227</b>	<b>118,920</b>	<b>12,307</b>	<b>23.45%</b>	<b>30,074</b>	<b>28,656</b>
<b><u>Road and Street Facilities</u></b>							
R&M-Parking Lots	1,000	-	-	-	0.00%	-	-
R&M-Roads & Alleyways	4,000	1,086	1,086	-	27.15%	-	-
R&M-Sidewalks	15,000	-	-	-	0.00%	-	-
R&M-Streetlights	10,000	277	277	-	2.77%	277	277
Misc-Contingency	3,000	-	-	-	0.00%	-	-
Cap Outlay - Sidewalk Impr	10,000	-	-	-	0.00%	-	-
Cap Outlay - Streetlight Impr	5,000	-	-	-	0.00%	-	-
Reserve - Roads & Streetlights	15,369	15,369	22,861	(7,492)	148.75%	3,938	11,431
<b>Total Road and Street Facilities</b>	<b>63,369</b>	<b>16,732</b>	<b>24,224</b>	<b>(7,492)</b>	<b>38.23%</b>	<b>4,215</b>	<b>11,708</b>
<b><u>Parks and Recreation - General</u></b>							
Contracts-Mgmt Services	34,157	8,539	8,539	-	25.00%	2,846	2,846
Contracts-Janitorial Services	18,960	4,740	4,740	-	25.00%	1,580	1,580
Contracts-Pools	10,800	2,700	2,700	-	25.00%	900	900
Contracts-Pest Control	1,100	1,100	1,048	52	95.27%	-	-
Communication - Telephone	8,580	2,145	2,034	111	23.71%	715	1,356
R&M-Clubhouse	50,000	12,500	2,260	10,240	4.52%	4,167	321
R&M-Parks	15,000	-	-	-	0.00%	-	-
R&M-Pools	4,500	1,125	255	870	5.67%	375	63
R&M-Tennis Courts	2,000	-	-	-	0.00%	-	-
Miscellaneous Services	2,400	600	821	(221)	34.21%	200	520
Holiday Decoration	750	-	-	-	0.00%	-	-
Misc-Cable TV Expenses	3,780	945	1,040	(95)	27.51%	315	354
Office Supplies	3,000	750	702	48	23.40%	250	293
Op Supplies - General	6,000	1,500	503	997	8.38%	500	255
Cap Outlay - Equipment	8,000	-	-	-	0.00%	-	-
Cap Outlay-Clubhouse	15,000	6,595	6,595	-	43.97%	-	-
Reserves- A/C	15,000	-	-	-	0.00%	-	-
Reserve - Roof	25,000	-	-	-	0.00%	-	-
Reserve - Swimming Pools	3,000	-	-	-	0.00%	-	-
<b>Total Parks and Recreation - General</b>	<b>227,027</b>	<b>43,239</b>	<b>31,237</b>	<b>12,002</b>	<b>13.76%</b>	<b>11,848</b>	<b>8,488</b>
<b><u>Special Recreation Facilities</u></b>							
Miscellaneous Services	4,500	1,125	543	582	12.07%	375	380
Misc-Event Expense	21,000	5,250	3,245	2,005	15.45%	1,750	1,074
Misc-Social Committee	26,700	6,675	7,093	(418)	26.57%	2,225	4,949
Misc-Trips and Tours	500	-	-	-	0.00%	-	-
Office Supplies	500	125	489	(364)	97.80%	42	418
<b>Total Special Recreation Facilities</b>	<b>53,200</b>	<b>13,175</b>	<b>11,370</b>	<b>1,805</b>	<b>21.37%</b>	<b>4,392</b>	<b>6,821</b>
<b>TOTAL EXPENDITURES</b>	<b>1,011,337</b>	<b>272,098</b>	<b>251,045</b>	<b>21,053</b>	<b>24.82%</b>	<b>80,915</b>	<b>85,135</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 BUDGET	DEC-21 ACTUAL
Excess (deficiency) of revenues							
Over (under) expenditures	(9,405)	526,599	547,205	20,606	-5818.23%	461,362	457,155
<b>OTHER FINANCING SOURCES (USES)</b>							
Contribution to (Use of) Fund Balance	(9,405)	-	-	-	0.00%	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(9,405)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (9,405)	\$ 526,599	\$ 547,205	\$ 20,606	-5818.23%	\$ 461,362	\$ 457,155
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>743,829</b>	<b>743,829</b>	<b>743,829</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 734,424</b>	<b>\$ 1,270,428</b>	<b>\$ 1,291,034</b>				



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 BUDGET	DEC-21 ACTUAL
<b>REVENUES</b>							
Interest - Investments	\$ -	\$ -	\$ 2	\$ 2	0.00%	\$ -	\$ 1
Special Assmnts- Tax Collector	197,323	165,000	165,286	286	83.76%	114,000	114,265
Special Assmnts- Discounts	(7,893)	(6,400)	(6,487)	(87)	82.19%	(4,400)	(4,486)
<b>TOTAL REVENUES</b>	<b>189,430</b>	<b>158,600</b>	<b>158,801</b>	<b>201</b>	<b>83.83%</b>	<b>109,600</b>	<b>109,780</b>
<b>EXPENDITURES</b>							
<b>Administration</b>							
Misc-Assessment Collection Cost	3,946	3,300	3,176	124	80.49%	2,280	2,196
<b>Total Administration</b>	<b>3,946</b>	<b>3,300</b>	<b>3,176</b>	<b>124</b>	<b>80.49%</b>	<b>2,280</b>	<b>2,196</b>
<b>Debt Service</b>							
Principal Debt Retirement	126,426	-	-	-	0.00%	-	-
Interest Expense	74,370	37,185	22,379	14,806	30.09%	-	-
<b>Total Debt Service</b>	<b>200,796</b>	<b>37,185</b>	<b>22,379</b>	<b>14,806</b>	<b>11.15%</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>204,742</b>	<b>40,485</b>	<b>25,555</b>	<b>14,930</b>	<b>12.48%</b>	<b>2,280</b>	<b>2,196</b>
Excess (deficiency) of revenues Over (under) expenditures	(15,312)	118,115	133,246	15,131	-870.21%	107,320	107,584
<b>OTHER FINANCING SOURCES (USES)</b>							
Contribution to (Use of) Fund Balance	(15,312)	-	-	-	0.00%	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(15,312)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (15,312)	\$ 118,115	\$ 133,246	\$ 15,131	-870.21%	\$ 107,320	\$ 107,584
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>198,168</b>	<b>198,168</b>	<b>198,168</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 182,856</b>	<b>\$ 316,283</b>	<b>\$ 331,414</b>				

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending December 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-21 BUDGET	DEC-21 ACTUAL
<b>REVENUES</b>							
Interest - Investments	\$ -	\$ -	\$ 10	\$ 10	0.00%	\$ -	\$ 4
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>10</b>	<b>10</b>	<b>0.00%</b>	<b>-</b>	<b>4</b>
<b>EXPENDITURES</b>							
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues							
Over (under) expenditures	-	-	10	10	0.00%	-	4
Net change in fund balance	\$ -	\$ -	\$ 10	\$ 10	0.00%	\$ -	\$ 4
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>-</b>	<b>-</b>	<b>979,949</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 979,959</b>				

**Notes to the Financial Statements**  
December 2021

**Financial Overview / Highlights**

- ▶ Total General Fund revenues are at approximately 79.7% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 24.8% of the Annual Budget.

**Balance Sheet**

Account Name	Annual Budget	YTD Actual	Explanation
<b>Assets</b>			
Accounts Receivable-Other		-	
Allowance-Doubtful Accounts		(1,328)	Allowance for assessments uncollected from FY 2013.
Assessments Receivable		1,328	Assessments uncollected from FY 2013.
Due From Other Funds		158,422	Due from General Fund to Debt Service.
Prepaid Items		1,691	Jimmy Mazz in January, Comedy Show in March, Farewell party in April, May party and Christmas entertainment 2022.
Deposits		8,200	Deposits with FPL for sprinkler pumps and street lights.
<b>Liabilities</b>			
Accounts Payable		2,431	Invoices for current month but not paid in current month.
Due to Other Funds		158,422	Due from General Fund to Debt Service.

**Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>General Fund 001</b>				
<b>Revenues</b>				
Interlocal Agreement	3,000	750	25.00%	Paid 1st quarter.
Recreational Activity Fee	53,200	9,627	18.10%	Revenue collected for events
Special Assessments-Tax Collector	973,783	816,040	83.80%	Collections were at 81.3% at this time last year.
Other Misc Revenue	3,800	3,600	94.74%	Proceeds from sale of old golf cart.
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
ProfServ-Special Assessment	11,445	11,445	100.00%	Assessment roll preparation fees.
ProfServ-Trustee Fees	-	3,704	N/A	Trustee fees paid for year. Will budget for next year.
Insurance-General Liability	9,265	7,123	76.88%	Insurance paid in full for year.
R&M-ADA Compliance	1,553	1,553	100.00%	Webhosting paid in full for the year.
Legal Advertising	1,100	293	26.64%	Meetings, workshop notices, RFPs for audit firm.
<b><u>Public Safety</u></b>				
R&M-Gatehouse	1,000	645	64.50%	Installed DVR
R&M-Security Camera	3,600	1,830	50.83%	Installed license camera system at back gate.
<b><u>Field</u></b>				
Insurance - General Liability	39,552	33,541	84.80%	Insurance paid in full for year.
Capital Outlay	25,560	1,275	4.99%	Installed cooling box.
<b><u>Road &amp; Street</u></b>				
R&M-Roads & Alleyways	4,000	1,086	27.15%	Cut large root and pour concrete in area.
Reserves-Roads & Streetlights	15,369	22,861	148.75%	Street light LED extensions (10)/fixtures.

**Notes to the Financial Statements**  
December 2021

<b>Account Name</b>	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
<b>Expenditures (con't)</b>				
<b><u>Parks &amp; Recreation</u></b>				
Contracts-Pest Control	1,100	1,048	95.27%	Pest control service paid for year.
Miscellaneous Services	2,400	821	34.21%	Reimbursed damages done to car by inoperable gate, WiFi extender, Holiday luncheons, miscellaneous supplies
Misc-Cable TV Expenses	3,780	1,040	27.51%	Comcast cable services.
Cap Outlay-Clubhouse	15,000	6,595	43.97%	2017 Black Golf Cart with new batteries.
<b><u>Special Recreation Facilities</u></b>				
Misc-Social Committee	26,700	7,093	26.57%	Food for all of the events including Poolside Lunch
Office Supplies	500	489	97.80%	Miscellaneous office supplies, printer
<b>Debt Service Fund 203</b>				
<b>Expenditures</b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	126,426	-	0.00%	Next payment to be made in May
Interest Expense	74,370	22,379	30.09%	Next payment to be made in May

## **HERITAGE OAK PARK**

Community Development District

### **Supporting Schedules**

**December 31, 2021**

**Non-Ad Valorem Special Assessments - Charlotte County Tax Collector**  
**Monthly Collection Distributions**  
**For the Fiscal Year Ending September 30, 2022**

					ALLOCATION	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Assessments	Debt Service Fund Assessments
Assessments Levied				\$1,171,106	\$ 973,783	\$ 197,323
Allocation %				100%	83%	17%
11/05/21	\$ 33,748	\$ 1,406	\$ 689	\$ 35,843	\$ 29,779	\$ 6,064
11/10/21	7,938	331	162	8,431	7,020	1,411
11/18/21	84,224	3,509	1,719	89,452	74,413	15,039
11/23/21	159,040	6,627	3,246	168,912	140,406	28,506
12/02/21	196,947	8,206	4,019	209,173	174,095	35,078
12/09/21	353,047	14,710	7,205	374,962	311,701	63,261
12/16/21	89,026	3,709	1,817	94,552	78,626	15,926
<b>TOTAL</b>	<b>\$ 923,970</b>	<b>\$ 38,499</b>	<b>\$ 18,857</b>	<b>\$ 981,326</b>	<b>\$ 816,040</b>	<b>\$ 165,286</b>
% COLLECTED				84%	84%	84%
<b>TOTAL OUTSTANDING</b>				<b>\$ 189,780</b>	<b>\$ 157,743</b>	<b>\$ 32,037</b>

**HERITAGE OAK PARK**

## Community Development District

**Activities Fund Deposits**

<b>Deposit</b>										
<b>Date</b>	<b>Amount</b>	<b>Pool side Lunch</b>	<b>Morning Coffee Social</b>	<b>Karoke</b>	<b>Masque- rade Party</b>	<b>Harvest Moon</b>	<b>Craft Fair</b>	<b>Movie Night</b>	<b>Holiday Spec tacular</b>	<b>Jimmy Mazz</b>
10/04/21 Deposit	\$230				\$230					
10/29/21 Deposit	\$3,390	\$1,347		\$68	\$450	\$1,065	\$460			
11/17/21 Deposit	(\$210)					(\$210)				
11/30/21 Deposit	\$6,218	\$1,614			\$10	\$645			\$3,909	\$40
<b>Total</b>	<b>\$9,627</b>	<b>\$2,960</b>	<b>\$0</b>	<b>\$68</b>	<b>\$690</b>	<b>\$1,500</b>	<b>\$460</b>	<b>\$0</b>	<b>\$3,909</b>	<b>\$40</b>
<b>Expenses</b>	(\$10,339)	(\$3,248)	(\$249)	\$0	(\$1,102)	(\$1,556)	(\$429)	(\$64)	(\$3,691)	\$0
<b>Profit / (Loss)</b>	<b>(\$711)</b>	<b>(\$288)</b>	<b>(\$249)</b>	<b>\$68</b>	<b>(\$412)</b>	<b>(\$56)</b>	<b>\$31</b>	<b>(\$64)</b>	<b>\$218</b>	<b>\$40</b>
<b>Other Expenses</b>	(\$1,033)									
<b>Total Profit / (Loss)</b>	<b>(\$1,744)</b>									

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Reserve Balance-Beginning	9,191	9,191	9191	7088	-	-	-
Revenue	32,930	39,654	43,189	47,790	31,238	5,994	9,627
Expenses	32,939	35,643	46,362	64,189	34,114	8,371	11,371
Profit(Loss)	(10)	4,011	(3,173)	(16,399)	(2,876)	(2,377)	(1,744)

Notes: Revenue and Expenses are per financial statements

**Cash and Investment Report**  
December 31, 2021

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>GENERAL FUND</b>			
Operating Checking Account	BankUnited	0.00%	\$1,367,704
Operating Checking Account	Valley Bank	0.08%	\$22,243
	<b>Subtotal</b>		<b>\$1,389,947</b>
Petty Cash - Property Manager	N/A	N/A	\$200
Money Market Account	BankUnited	0.15%	\$51,849
<b>DEBT SERVICE FUND</b>			
Series 2020 Reserve Fund	US Bank	0.00%	\$19,789
Series 2020 Revenue Fund	US Bank	0.00%	\$153,203
	<b>Subtotal</b>		<b>\$172,992</b>
<b>CAPITAL PROJECTS FUND</b>			
Series 2020 Construction Fund	US Bank	0.00%	\$979,959
	<b>Grand Total</b>		<b>\$2,594,947</b>



# Heritage Oak Park CDD

## Bank Reconciliation

Bank Account No. 7282 Bank United GF  
Statement No. 12-21  
Statement Date 12/31/2021

G/L Balance (LCY)	1,367,703.80	Statement Balance	1,393,260.49
G/L Balance	1,367,703.80	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,393,260.49
Subtotal	1,367,703.80	Outstanding Checks	25,556.69
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,367,703.80	Ending Balance	1,367,703.80
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
3/20/2020	Payment	2297	BRAD WARREN	36.00	0.00	36.00
3/20/2020	Payment	2324	PHILIP GARTLAND	18.00	0.00	18.00
10/5/2021	Payment	2871	PRECISION GATE & SECURITY, INC	5,667.00	0.00	5,667.00
12/6/2021	Payment	2946	WILLIAM MORRIS JR	200.00	0.00	200.00
12/17/2021	Payment	2950	CHARLOTTE COUNTY PUBLIC SCHOOLS	3,060.00	0.00	3,060.00
12/20/2021	Payment	2954	DOLPHIN FIRE SPRINKLERS	300.00	0.00	300.00
12/20/2021	Payment	2955	ELECTRICAL SOLUTIONS OF SW	11,707.50	0.00	11,707.50
12/29/2021	Payment	2962	SUNTRUST BANK-8114	3,407.77	0.00	3,407.77
12/31/2021	Payment	DD00397	Payment of Invoice 013723	739.16	0.00	739.16
12/9/2021	Payment	DD00401	Payment of Invoice 013748	67.59	0.00	67.59
12/10/2021	Payment	2949	COMCAST	353.67	0.00	353.67
<b>Total Outstanding Checks.....</b>				<b>25,556.69</b>		<b>25,556.69</b>

# Heritage Oak Park CDD

## Bank Reconciliation

Bank Account No. 0663 Valley Bank  
Statement No. 12-21  
Statement Date 12/31/2021

G/L Balance (LCY)	22,242.94	Statement Balance	22,442.94
G/L Balance	22,242.94	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	22,442.94
Subtotal	22,242.94	Outstanding Checks	200.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	22,242.94	Ending Balance	22,242.94
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/30/2021	Payment	105	GOTHAM ENTERTAINMENT	200.00	0.00	200.00
Total Outstanding Checks.....				200.00		200.00

# HERITAGE OAK PARK

## Community Development District

### Payment Register by Fund For the Period from 12/01/21 to 12/31/21 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	2936	12/01/21	CINDY GILES	11232021	DAMAGES DONE TO CAR FROM INOPERABLE GATE	Miscellaneous Services	549001-57201	\$250.00
001	2937	12/01/21	JACQUELINE WELLS	112421	PRINT TICKETS FOR JIMMY MAZZ SHOW IN JANUARY	Tickets for Jimmy Mazz	155000	\$15.30
001	2938	12/03/21	COVERALL OF FT. MYERS	1160269405	CLEANING SERVICE 12/1-12/31/21	Contracts-Janitorial Services	534026-57201	\$1,580.00
001	2939	12/03/21	JACQUELINE WELLS	113021	PASTRIES FOR MORNING COFFEE	Morning Coffee	549051-57501	\$54.67
001	2940	12/06/21	CHARLOTTE COUNTY TAX	211123L	POSTAGE FOR MAILING 2021 NOTICE OF TAXES	Communication/Freight - Gen'l	541001-51301	\$76.38
001	2941	12/06/21	FPL	112221-53151 CHECK	UTILITY SVCS 10/22/21-11/22/21	Utility - General	543001-53901	\$18.98
001	2942	12/06/21	GOOD NEWS PEST SOLUTIONS	11112021-9382	SUBTERRANEAN RENEWAL FY 2021	Contracts-Pest Control	534125-57201	\$250.00
001	2943	12/06/21	PERSSON, COHEN & MOONEY, P.A.	1449	LEGAL SERVICE FOR NOV21	ProfServ-Legal Services	531023-51401	\$600.75
001	2944	12/06/21	SECURITY ALARM CORPORATION	249388A	FIRE INSPECTION 09/01/21-08/31/22	Monitoring	546015-57201	\$364.92
001	2945	12/06/21	TODD PROA	000951851	12/21 MONTHLY POOL SERVICE	Contracts-Pools	534078-57201	\$900.00
001	2945	12/06/21	TODD PROA	000951851	12/21 MONTHLY POOL SERVICE	Pool Perfect	546074-57201	\$63.04
001	2946	12/06/21	WILLIAM MORRIS JR	120121	CHRISTMAS PARTY 2022 - 50% DEPOSIT	Deposit - Christmas 2022 Party	155000	\$200.00
001	2947	12/08/21	CENTURYLINK	111921-8717 CHECK	ACCT# 311078717 11/19/21-12/18/21	Communication - Telephone	541003-57201	\$677.74
001	2949	12/10/21	COMCAST	112621-4227	ACCT# 8535100601234227 11/30/21-12/29/21	Misc-Cable TV Expenses	549039-57201	\$353.67
001	2950	12/17/21	CHARLOTTE CO. PUBLIC SCHOOLS	120621	CATERING FOR CHRISTMAS PARTY	Misc-Social Committee	549051-57501	\$3,060.00
001	2951	12/17/21	FEDEX	7-589-27358	POSTAGE 12/07/21	Communication/Freight - Gen'l	541001-51301	\$13.33
001	2952	12/17/21	STAPLES CREDIT PLAN	77190-112621	MISC OFFICE SUPPLIES	New Act Office Printer	551002-57501	\$359.34
001	2952	12/17/21	STAPLES CREDIT PLAN	77190-112621	MISC OFFICE SUPPLIES	Tickets	549001-57501	\$12.27
001	2953	12/20/21	CINDY GILES	121521	ADDITIONAL COST FOR GATE DAMAGES TO CAR	Miscellaneous Services	549001-57201	\$250.00
001	2954	12/20/21	DOLPHIN FIRE SPRINKLERS	2231	BACKFLOW CERT/ ANNUAL FIRE SPRINKLER INSP	R&M-Clubhouse	546015-57201	\$300.00
001	2955	12/20/21	ELECTRICAL SOLUTIONS OF SW	7971	REPLACE BURNT FUSES/STRAIGHTEN POLE	R&M-Streetlights	546095-54101	\$277.00
001	2955	12/20/21	ELECTRICAL SOLUTIONS OF SW	7937	STREET LIGHT LED EXTENSIONS/FIXTURES	Reserve - Roads & Streetlights	568136-54101	\$11,430.50
001	2956	12/20/21	INFRAMARK, LLC	71068	DEC 21 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,626.17
001	2956	12/20/21	INFRAMARK, LLC	71068	DEC 21 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-53901	\$10,975.75
001	2956	12/20/21	INFRAMARK, LLC	71068	DEC 21 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-57201	\$2,846.42
001	2956	12/20/21	INFRAMARK, LLC	71068	DEC 21 MANAGEMENT SERVICES	Miscellaneous Services	549001-51301	\$7.60
001	2956	12/20/21	INFRAMARK, LLC	71068	DEC 21 MANAGEMENT SERVICES	Communication/Freight - Gen'l	541001-51301	\$15.37
001	2956	12/20/21	INFRAMARK, LLC	71068	DEC 21 MANAGEMENT SERVICES	ProfServ-Special Assessment	531038-51301	\$11,445.00
001	2957	12/20/21	MAINSCAPE	1266678	12/21 IRRIGATION MAINT	Contracts-Irrigation	534073-53901	\$3,979.58
001	2958	12/20/21	SOLITUDE LAKE MANAGEMENT	PI-A00720774	DEC 21 LAKE & POND MANAGEMENT	Contracts-Lake and Wetland	534021-53901	\$510.00
001	2959	12/22/21	ARTISTREE LANDSCAPE	160821	DEC21 MONTHLY GROUNDS MAINT	Contracts-Landscape	534050-53901	\$7,425.91
001	2960	12/22/21	JACQUELINE WELLS	12202021	PASTRIES FOR MORNING COFFEE	Monday Coffee	549051-57501	\$33.84
001	2961	12/22/21	MAINSCAPE	1262961	REROUTE IRRIG LINES AROUND OAK TREES	R&M-Irrigation	546041-53901	\$1,850.00
001	DD00389	12/02/21	CHARLOTTE COUNTY UTILITIES	11102021-101597 ACH	26307-101597 10/08/21-11/08/21	Utility - Water & Sewer	543021-53901	\$676.70
001	DD00390	12/02/21	CHARLOTTE COUNTY UTILITIES	11102021-080703 ACH	26307-080703 10/08/21-11/08/21	Utility - Water & Sewer	543021-53901	\$79.07
001	DD00391	12/13/21	FPL	112221-53151 ACH	UTILITY SVCS 10/22/21-11/22/21	Utility - General	543001-53901	\$2,464.69
001	DD00397	12/31/21	CHARLOTTE COUNTY UTILITIES	12092021-101597 ACH	26307-101597 11/08/21-12/07/21	Utility - Water & Sewer	543021-53901	\$739.16
001	DD00398	12/05/21	HOME DEPOT CREDIT SERVICES	12052021-6325 ACH	PURCHASES FOR 11/05/21-12/04/21	DampRid	546035-52901	\$21.14
001	DD00398	12/05/21	HOME DEPOT CREDIT SERVICES	12052021-6325 ACH	PURCHASES FOR 11/05/21-12/04/21	Poolside Lunch	549022-57501	\$42.76
001	DD00398	12/05/21	HOME DEPOT CREDIT SERVICES	12052021-6325 ACH	PURCHASES FOR 11/05/21-12/04/21	Broom/Dust Pan/Insect Screen	549900-53901	\$50.20
001	DD00398	12/05/21	HOME DEPOT CREDIT SERVICES	12052021-6325 ACH	PURCHASES FOR 11/05/21-12/04/21	Misc Supplies	549001-57201	\$20.00
001	DD00401	12/09/21	CHARLOTTE COUNTY UTILITIES	12092021-080703 ACH	26307-080703 11/08/21-12/07/21	Utility - Water & Sewer	543021-53901	\$67.59
001	DD00402	12/17/21	COMCAST	11262021-4227 ACH	ACCT# 8535101234227 12/30/21-01/29/22	Misc-Cable TV Expenses	155000	\$353.67

**HERITAGE OAK PARK**

Community Development District

**Payment Register by Fund**  
**For the Period from 12/01/21 to 12/31/21**  
**(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD00392	12/21/21	PAUL J. FALDUTO , JR	PAYROLL	December 21, 2021 Payroll Posting			\$184.70
001	DD00393	12/21/21	BRIAN R. BITGOOD	PAYROLL	December 21, 2021 Payroll Posting			\$184.70
001	DD00394	12/21/21	EDWARD A. CAREY	PAYROLL	December 21, 2021 Payroll Posting			\$184.70
001	DD00395	12/21/21	KENT D. WEEKS	PAYROLL	December 21, 2021 Payroll Posting			\$184.70
001	DD00396	12/21/21	STEPHEN R. HORSMAN	PAYROLL	December 21, 2021 Payroll Posting			\$184.70
<b>Fund Total</b>								<b>\$71,262.01</b>

<b>Total Checks Paid</b>	<b>\$71,262.01</b>
--------------------------	--------------------

**8Ci.**

## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “**Agreement**”) is made and entered into effective the 10 day of January, 2022, by and between:

**Heritage Oak Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Charlotte County, Florida, with a mailing address of c/o Inframark Infrastructure Management Services, 5911 Country Lakes Boulevard, Fort Myers, FL 33905 (the “**District**”); and

**Pennoni Associates Inc.**, a Pennsylvania corporation, with a mailing address of 401 Third Street, SW, Winter Haven, FL 33880 (the “**Engineer**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is authorized to plan, acquire and/or maintain improvements, facilities, and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors authorized the negotiation of a contract with Engineer pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**ARTICLE 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

**ARTICLE 2. SCOPE OF SERVICES.**

**A.** The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
3. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
4. Any other items requested by the Board of Supervisors.

**B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
2. Processing of contractor's pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
4. Final inspection and requested certificates for construction including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

**C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific

to the service or project bring authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**, attached hereto, and incorporated by this reference. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**ARTICLE 8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as



required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A. So long as Engineer has been paid for its services, All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 10. ACCOUNTING RECORDS.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**ARTICLE 11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 12. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer’s opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent Engineer’s best judgment as a design

professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

### **ARTICLE 13. INSURANCE.**

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
  - 1.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - 2.** Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
  - 3.** Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
  - 4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**ARTICLE 14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 15. AUDIT.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**ARTICLE 17. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall strive to perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**ARTICLE 18. INDEMNIFICATION.** The Engineer agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a

waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Both parties agree to waive consequential damages arising out of this Agreement.

**ARTICLE 19. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 20. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**ARTICLE 21. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Charlotte County, Florida.

**ARTICLE 22. NOTICE.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Engineer:** Pennoni Associates Inc.  
401 Third Street SW  
Winter Haven, FL 33880  
Attn: Brian M. Diehl, PE, Regional Vice President

**B. If to District:** Heritage Oak Park Community  
Development District  
c/o Inframark Infrastructure Management Services  
5911 Country Lakes Boulevard  
Fort Myers, Florida 33905  
Attn: Robert Koncar, District Manager

**With a copy to:** Persson, Cohen & Mooney, P.A.  
6853 Energy Court  
Lakewood Ranch, Florida 34240  
Attn: Andy Cohen, District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice

contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

**ARTICLE 23. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO AT (954) 603-0033, EXT. 40532 [SANDRA.DEMARCO@INFRAMARK.COM](mailto:SANDRA.DEMARCO@INFRAMARK.COM), 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.**

**ARTICLE 24. E-VERIFY REQUIREMENT.** Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, *Florida Statutes*, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement or any Work Assignment thereunder, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the

immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer's failure to comply with the E-Verify requirements referenced herein.

**ARTICLE 25. NO THIRD-PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**ARTICLE 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**ARTICLE 27. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 28. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**ARTICLE 29. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

**ARTICLE 30. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**ARTICLE 31. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTICLE 32. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be

entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 33. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 34. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

**ARTICLE 35. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 36. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day and year first above written.


**Attest:**


**HERITAGE OAK PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Assistant Secretary/Secretary

\_\_\_\_\_  
Chairperson,  
Board of Supervisors

**PENNONI ASSOCIATES INC.**

  
\_\_\_\_\_  
Witness  
Jill Riebel  
Administrative Assistant

  
\_\_\_\_\_  
By: Brian M. Diehl, PE  
Its: Regional Vice President

**Exhibit A**  
Schedule of Rates



# Billing Rates

## 2022 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional .....	\$275
Principal Professional.....	\$220
Senior Professional .....	\$195
Project Professional .....	\$180
Staff Professional .....	\$170
Associate Professional .....	\$158
Graduate Professional .....	\$135
Technician III .....	\$127
Technician II .....	\$117
Technician I .....	\$104
3-man Survey Crew .....	\$180
2-man Survey Crew .....	\$135
Senior Field Technician .....	\$132
Field Technician III .....	\$95
Field Technician II .....	\$85
Field Technician I .....	\$75
Laboratory Technician .....	\$95
Building Code Official.....	\$110
Project Assistant .....	\$80

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

### EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.

